is simple and direct, and where the continued supervision of the court is not essential to its successful accomplishment. *Blanchard* v. *Detroit, etc., R. R. Co.*, 31 Mich. 43, 54. These considerations are not applicable, however, to the present case. The defendant is guilty of contempt, and the court may well impose what conditions it pleases upon his release. It remains for the defendant to show to the satisfaction of the court that he has properly performed them. See *People* v. *Rogers*, 2 Paige, 103; *Elizabethtown, etc., R. R. Co.* v. *Ashland, etc., Ry. Co.*, 94 Ky. 478. The position of the new wife presents some interesting problems, but seems properly not to have affected the question of the defendant's punishment for his contempt.

The recent decisions of the Supreme Court of the United States, affirming the unfavorable view taken by the New Jersey courts of divorces similar to that obtained by the defendant in this case, remove any doubt as to the practical justice of the present decision.

PROPERTY EXEMPT FROM THE OPERATION OF THE STATUTE OF LIMITATIONS. — It has always been a doctrine of the common law that the Statute of Limitations does not run against the king. The basis of the rule is sound public policy, that the rights of the people should not be affected by the negligence of public officials. *United States* v. *Hoar*, 2 Mason, 311. Some doubt has arisen, however, as to the extent of the right. It is admitted that the Federal and the state governments are not affected by the running of the Statute, but there is a conflict as to whether municipalities are exempt. Some states hold that as a city is a compact body, and, therefore, as encroachments upon public rights are the more quickly observed and acted upon, there is no reason for exempting them. *City of Wheeling* v. *Campbell*, 12 W. Va. 36. But the weight of authority supports the view that as a city is a mere subdivision of the government in many respects, it should have all the protection that the other departments of the government enjoy. *Kopf* v. *Miller*, 101 Pa. St. 27; Dillon, Municipal Corp., 4th ed., § 675.

A novel extension of this rule has recently been made by the California court. By virtue of an act of Congress, the plaintiff railroad was granted a right of way. Later the defendant entered into exclusive possession of an unused portion of this way and held it adversely for the statutory period. The court held that as the land belonging to the railroad had been set apart for public purposes, it was exempt from the running of the Statute. *Southern Pac. Co.* v. *Hyatt*, 64 Pac. Rep. 272. The language of the court treats this as a case where the land over which the railroad runs has been granted away from the government, but the facts are so meagrely reported that it is not wholly clear. If the fee is vested in the government, the decision is clearly right. *United States* v. *Hoar*, *supra*. If on the other hand the land has been granted away, the decision may well be doubted. In an earlier California case, the railroad recovered under similar circumstances, but the question of the Statute was not raised. *Southern Pac. Co.* v. *Burr*, 86 Cal. 279. Beyond this, there seems to be no decision in point. There are, it is true, cases holding that a citizen may obtain a right of way over railroad tracks by prescription. *Gay* v. *Boston & Albany R. R.*, 141 Mass. 407. These cases may however be distinguished on the ground that the presumption of a grant,

which the railroad is able to give, lies at the bottom of such prescriptive rights.

On principle, there seems to be no reason for exempting the railroad. Although it has many public duties to perform, yet it is strictly a private corporation formed by voluntary agreement, and operated for private gain. In no regard is it a public corporation. *Mt. Hope Cemetery Co.* v. *Boston*, 158 Mass. 509, 521. But more than that, the policy underlying the exemption does not apply. Government lands are so scattered that, with the best of officials, it is hard to keep track of them and to act promptly against adverse holders. But the land of a railroad is always within the easy reach and control of its officials, and the policy of the Statute of Limitations, that of quieting and securing titles, applies as strongly in their case as in any. As authority has not already extended the rule of exemption to railroad land, it is doubtful if the principal case will be followed.

CONTRACTS OF SEPARATION BETWEEN HUSBAND AND WIFE. — Decisions regarding the validity of separation agreements between husband and wife, being grounded on public policy, have in the past been almost as various as private opinions of what public policy should demand. England has at last adopted the liberal doctrine that agreements looking to an immediate or past separation are not only valid, but the mere promise to live apart forms good consideration and will be specifically enforced. *Besant* v. *Wood*, 12 Ch. Div. 605. In America the promise to live apart has been generally held contrary to public policy. Yet it has not invalidated a transaction having for its purpose an immediate separation or the continuance of one already consummated, as distinguished from one distant or contingent, provided there has appeared other good consideration. *Randell* v. *Randell*, 37 Mich. 563; *Hutton* v. *Hutton*, 3 Pa. St. 100. A recent case shows a tendency to make the American rule even more rigid. *Baum* v. *Baum*, 85 N. W. Rep. 122 (Wis.). The plaintiff agreed to live apart from her husband in consideration of his promise to assign to her certain life insurance policies. Upon the ground that all separation agreements are void unless the parties have already separated, it was held that the husband's promise could not be enforced. The decision might well be supported on the ground that the wife's only consideration was the void promise to live apart, but the contract was treated as the ordinary one for separation containing other good consideration. The English common law the court regarded as in accord with its view, until reversed during the present century. But although this idea is somewhat general, because it was the view of the ecclesiastical courts, the truth is that neither equity nor law regarded the condition of separation as voiding an otherwise valid agreement. *Gawden* v. *Draper*, 2 Vent. 217; *Rex* v. *Mead*, 1 Burr. 542; *Rodney* v. *Chambers*, 2 East 283. Owing to the wife's inability to contract in her own name such agreements were formerly carried out through the intervention of third parties. But this disability having been removed, she should be as competent as a stranger to enter into the agreement. *Sweet* v. *Sweet*, [1895] 1 Q. B. 12. The broad disapproval of contracts providing for an immediate separation, expressed by the court in the principal case, is, then, contrary both to the old common law and to the generally accepted American doctrine.

The general American view, admitting the validity of agreements con-